

Appn. Number 09/593,993 (Shkedi) GAU 3629 Amnt. B contd.

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### REMARKS

In the 1/21/04 interview, Applicant and Examiner agreed that the above claim amendments distinguish the invention over Katz '513, because the amendments further define the contracting aspect of the invention as involving a royalty payment. Katz does not disclose nor contemplate contracting for a royalty payment.

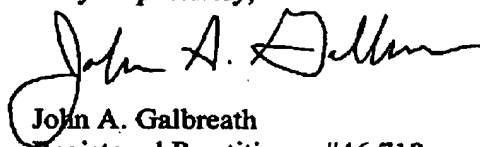
Further, consistent with the discussion during the interview, in independent Claims 1 and 11-13 the preamble preceding the alternative sections (connected with an "or") has been moved down into each alternative section, in order to clarify that the elements in the preamble and the additional royalty payment element apply to each alternative section.

Finally, since independent Claims 1 and 11-13 now define patentably over the prior art, dependent claims 2-10 also define patentably.

### CONCLUSION

For all of the above reasons, Applicant submits that the claims are now in proper form, and that the claims all define patentably over the prior art. Therefore Applicant submits that this application is now in condition for allowance, which action they respectfully solicit.

Very respectfully,



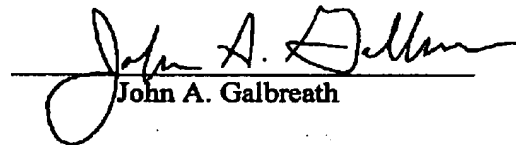
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21 January 2004

  
John A. Galbreath